



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: November 4, 2015

TO: Oversight Board to the City of Inglewood as Successor Agency

FROM: City of Inglewood as Successor Agency

SUBJECT: Resolution Approving Award and Execution of a Design Construction Support Services Contract to AECOM for the Century Boulevard Mobility Improvement Project and the Expenditure of \$300,110 from Successor Agency Tax Exempt Bond Funds to Fund a Portion of the \$400,110 Contract Amount.

RECOMMENDATION:

It is recommended that the Oversight Board of the City of Inglewood adopt a resolution taking the following actions:

1. Award a professional services contract to the most qualified consultant, AECOM Technical Services Inc., (Consultant), for design construction support services for the Century Boulevard Mobility Improvements Project; and
2. Approve a professional services agreement with AECOM in the amount of \$400,110; and Approve Expenditure of \$300,110 from Successor Agency Tax Exempt Bond Funds to Fund a Portion of the \$400,110 Contract Amount; of which a portion of this expenditure will come from the 15-16A Recognized Obligation Payment Schedule approved by DOF for this project in the amount of \$5,501,646.

BACKGROUND:

On July 13, 2010, the Mayor and Council Members approved Agreement No. 10-64 with AECOM Technical Services, Inc. (Consultant), to provide a comprehensive array of engineering services for the Century Boulevard Roadway Improvements Project in the City of Inglewood (City). The agreement included design and right-of-way engineering for approximately three miles of street rehabilitation work within the City along the Century Boulevard corridor. The resulting design, plans, specifications and engineering estimates (PS&E) were subsequently used as the construction package for the Century Boulevard Mobility Improvement Project (Project P212).

Project P212 consists of re-constructing three miles of Century Boulevard from the western City limit at La Cienega Boulevard to the eastern City limit at Van Ness Avenue. The Project will accomplish the following: 1) Improve the roadway surface condition; 2) Bring all traffic lanes and signals to current codes and standards; 3) Improve traffic and pedestrian safety; and 4) Reduce congestion along Century Boulevard.

Construction work will be performed and completed in four distinct sub-projects:

- Project 1: La Cienega Boulevard to Felton Avenue
- Project 2: Felton Avenue to Inglewood Avenue
- Project 3: Inglewood Avenue to Doty Avenue
- Project 4: Doty Avenue to Van Ness Avenue

Sub-projects 1, 2 and 4 will be constructed under Bid No. CB-15-30. Sub-project 3 will be constructed under a separate bid and construction contract in the spring of 2016.

Tax-exempt bond funding in the amount of thirty-six million (\$36M) dollars has been identified by the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Agency) for expenditure towards the completion of street rehabilitation projects including Century Boulevard, Imperial Highway and Prairie Avenue. On April 12, 2015 the Department of Finance approved \$5,501,646 for the 15-16A Recognized Obligation Payment Schedule for this project. An additional \$7,631,553 has been requested for the 15-16B period which starts on January 1, 2015.

The following are other actions taken to move the project forward:

1. On September 22, 2015, the Mayor/Chairman and Council/Successor Agency Board Members approved a construction contract agreement with All American Asphalt for construction of Project P212 projects 1, 2 and 4.
2. On September 29, 2015, the City Council approved the FY 2015/2016 Capital Improvement Program Budget (CIP) which includes Project P212.
3. On October 13, 2015 the Mayor/Chairman and City Council/ Successor Agency approved awarding and executing a Professional Services Agreement with Psomas for construction management services for the Century Boulevard Mobility Improvement Project in the amount of \$2,990,605

DISCUSSION:

Design and PS&E for sub-projects 1, 2 and 4 were completed by the Consultant in spring 2015. The Consultant completed design and PS&E for sub-project 3 on September 30, 2015. Due to the scope of Project P212, staff anticipates it will be necessary to revisit the original design and PS&E throughout the construction of Project P212.

As the design and engineering firm of record, the Consultant is the most qualified firm to perform design construction support services. These services will include:

1. Attend project meetings
2. Respond to Request for Information (RFI) and Request for Change (RFC)
3. Change order support
4. Plat and legal services related to right of way acquisitions

5. Off-site survey adjustments
6. Project 3 bid support

The engagement of a design construction services firm is critical to the success and timely completion of Project P212. For this reason on October 13, 2015 the Mayor/Chairman and City Council/ Successor Agency approved awarding and executing a Professional Services Agreement with AECOM for design construction support services for the Century Boulevard Mobility Improvement Project in the amount of \$400,110 (100,000 Gas Tax Funds, \$300,110 Successor Agency Bond Funds). Staff was also directed to submit the agreement to the Oversight Board for their consideration.

FINANCIAL/FUNDING ISSUES AND SOURCES:

A Portion of the \$400,110 Professional Services Agreement amount will be funded from Successor Agency Tax exempt bond funds in the amount of \$300,110 (190-100-P212-44860); of which a portion of this expenditure will come from the 15-16A Recognized Obligation Payment Schedule approved by DOF for this project in the amount of \$5,501,646.

DESCRIPTION OF ANY ATTACHMENTS:

- Attachment No. 1: Resolution approving award and execution of agreement
Attachment No. 2: Agreement between Agency, City and AECOM

APPROVAL VERIFICATION SHEET

PREPARED AND REVIEWED BY:

Prepared and Presented By Louis A. Atwell, P.E., Public Works Director
Danita R. Meshack, Assistant to the Director
Eloy Castillo, P.E., Principal Civil Engineer
Robert M. Braden, Management Consultant
Margarita Cruz, Oversight Board Member

Reviewed and Approved by Royce Jones, Legal Counsel to the Successor Agency.

On October 13, 2015, the Successor Agency and the City of Inglewood awarded a professional services contract and approved a professional services agreement to the design engineer of record and the most qualified consultant, AECOM Technical Services, Inc., for design construction support services on the Century Boulevard Mobility Improvement Project.

Design and specifications and engineering estimates (PS&E) for sub-projects 1, 2 and 4 were completed by the Consultant in Spring 2015. Design and PS&E was completed for sub-project 3 on September 30, 2015. Due to the scope of Project P212, staff anticipates that it will be necessary to revisit the original design and PS&E throughout the constructions of Project P212.

As the design and engineering firm of record, the Consultant is the most qualified firm to perform design construction support services. These services will include:

7. Attend project meetings
8. Respond to Request for Information (RFI) and Request for Change (RFC)
9. Change order support
10. Plat and legal services related to right of way acquisitions
11. Off-site survey adjustments
12. Project 3 bid support

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AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and among the CITY OF INGLEWOOD (the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; the CITY OF INGLEWOOD AS THE SUCCESSOR AGENCY OF THE FORMER INGLEWOOD REDEVELOPMENT AGENCY, a public entity created under Part 1.85 of Assembly Bill No.: 26 (1st Ex. Sess.), as amended ("AB X1 26") and set forth in California Health and Safety Code Sections 34170 through 34191 (the "Agency"), and AECOM TECHNICAL SERVICES, INC., (the "Consultant") a California corporation with a place of business located at 515 South Flower Street, Suite 1050, Los Angeles, California 90071.

RECITALS

WHEREAS, the City desires to improve the roadway and public infrastructure of Century Boulevard Corridor and has engaged a construction contractor to implement the City's Century Boulevard Mobility Improvement Projects 1, 2 and 4 between La Cienega Boulevard and Inglewood Avenue and Doty Avenue and Van Ness Avenue (hereinafter referred to as the "Project"); and

WHEREAS, the City and the Successor Agency are desirous of obtaining the services of a qualified construction design firm to provide certain design support during the performance and completion of the City's Century Boulevard Mobility Improvement Projects 1, 2 and 4 Between La Cienega Boulevard and Inglewood Avenue and Doty Avenue and Van Ness Avenue (hereinafter referred to as the "Project"); and

WHEREAS, the City has determined the Consultant as being qualified and Consultant holds itself out as being capable and competent to perform the requested construction design support services in accordance with the needs of the City and the Successor Agency.

1 **WHEREAS**, the construction design support services the City and Successor
2 Agency seek from the Consultant are of a professional nature,
3

4 **NOW, THEREFORE**, the City and the Consultant (hereinafter collectively
5 referred to as the "Parties") hereto mutually agree as follows:

6 **ARTICLE 1 – SCOPE OF SERVICES**

7 The Consultant shall:

- 8 1. Provide design support during construction services as provided in Exhibit
9 "A," Consultant's proposal, dated September 29, 2015, in a professional
10 manner.
- 11 2. Not deviate from Exhibit "B," Fee Proposal and breakdown of Hours and
12 Rates for various Construction Administration services for the Project. Each
13 Exhibit is incorporated herein by this reference as if set forth in full. In the
14 event of ambiguity, conflict, or inconsistency, the order of precedence shall
15 be:
 - 16 a. This Agreement shall prevail over Exhibit "A,"
 - 17 b. Exhibit "A" shall prevail over Exhibit "B."
- 18 3. Provide all labor, office space, transportation, materials, tools, machinery,
19 equipment, and other items and services necessary to properly perform the
20 services contemplated by this Agreement.
- 21 4. Ensure that all personnel engaged by Consultant to perform the services
22 contemplated by this Agreement shall be properly licensed.
- 23 5. Agree to comply with and be bound by all applicable federal, state, county
24 and local laws, rules and regulations.
- 25 6. Obtain, at its own expense, all necessary licenses and permits, including but
26 not limited to those required by the City of Inglewood, to perform the
27 services contemplated by this Agreement.

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ARTICLE 2 – CITY’S LIAISON

This Agreement shall be administered for the City and the Successor Agency by the Public Works Department (“Engineer”). The Engineer shall be the principal officer of the City and Successor Agency for liaison with the project manager of the Consultant and shall review the details of the services contemplated by the Agreement. The City designates ALBERT MENDOZA as its Engineer but the Inglewood City Council or the Public Works Director reserves the right to appoint and substitute another person as Engineer upon notice to the Consultant.

ARTICLE 3 – CONSULTANT’S LIAISON

1. Consultant shall designate and assign a project manager (“Project Manager”), as its representative, who shall coordinate all phases of the services and acts contemplated by this Agreement. The Project Manager shall have full authority to represent and act on behalf of the Consultant for all purposes of this Agreement, and shall be available to the City and Successor Agency at all reasonable times. The Project Manager shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures employed by Consultant’s personnel, as well as the satisfactory coordination of all portions of the services under this Agreement. The Consultant shall work closely and cooperate fully with the City’s designated Engineer, and any other agencies which may have jurisdiction or interest in the services contemplated by this Agreement. The Consultant designates BRIAN BALDERRAMA as its Project Manager.
2. Furthermore, it shall be the responsibility of the Project Manager to assure that the City’s Engineer is kept informed of the progress of the performance of the services and shall refer any decisions which must be made by the City and Successor Agency to the Engineer.

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ARTICLE 4 – CITY’S DUTIES

The City and the Successor Agency hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

ARTICLE 5 – TERM

The Term of this Agreement is for thirty (30) months from the execution of the Agreement.

ARTICLE 6 – COMPENSATION

1. Consultant shall be paid for all services, including but not limited to overhead and profit and pursuant to Exhibit “B,” up to Four Hundred Thousand, One Hundred and Ten Dollars (\$400,110), for work faithfully performed; pursuant to which, One Hundred Thousand Dollars (\$100,000) shall be funded by Gas Tax funding of the City, and Three Hundred Thousand One Hundred Dollars (\$300,100) shall be funded by certain Successor Agency tax-exempt bond financing (the “Bond Funds”) made available for expenditure by the Successor Agency for the Project in the specific amounts and within the times determined by the Department of Finance (the “DOF”) as provided in future Recognized Obligation Payment Schedules (the “ROPS”) submitted to and approved by DOF. Any and all Bond Funds approved by the DOF for expenditure on this Project shall be administered by the City on behalf of the Successor Agency.
2. Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.
3. Fees in Article 6 of this Agreement represent full compensation for Consultant’s services rendered and include all compensation for any expenses incurred by Consultant for providing services including but not

- 1 limited to travel, logging, food, clerical, photo copying, telephone, and any
2 other related expenses.
- 3 4. Consultant shall invoice City within ten (10) working days after the termination
4 of this Agreement. City shall pay Consultant in the ordinary course of City
5 business, and agrees that it will use its best efforts to avoid all unnecessary
6 delays in processing Consultant's invoices.
- 7 5. All invoices shall contain:
- 8 a. date of invoice;
9 b. sequential invoice number;
10 c. City Agreement number;
11 d. project code number and title;
12 e. description of services billed under this invoice;
13 f. position title and hours worked;
14 g. total amount for invoiced services;
15 h. total amount billed to date;
16 i. total amount remaining on the Agreement, and total Agreement
17 amount.
- 18 6. Consultant shall be responsible for the cost of supplying all documentation
19 necessary to verify the monthly billings to the satisfaction of the City and shall
20 certify, on each invoice, that it is entitled to receive the amount invoiced.
- 21 7. Consultant agrees that cost shall not be the overriding factor when assigning
22 its personnel to a task. However, Consultant shall nevertheless provide the
23 services contemplated by this Agreement in a cost effective manner when
24 and where reasonable.
- 25 8. Consultant agrees that, should work be performed outside the Scope of
26 Services without the prior written approval of the City or the Public Work's
27 Director, such work shall be deemed a gratuitous effort on the part of
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1 Consultant, and Consultant shall have no claim against the City for
2 reimbursement.

3 **ARTICLE 7 – PERSONNEL**

4 The Consultant agrees to assign the personnel identified in Exhibit "B," to
5 perform the Scope of Work contemplated by this Agreement and that no changes shall
6 be made in personnel assignments without first obtaining the written consent of the City;
7 provided, however, that the City may request that personnel be changed with or without
8 cause. In the event of such request, the Consultant agrees to make said changes
9 within ten (10) days thereafter.

10 **ARTICLE 8 – TERMINATION**

11 This Agreement shall be subject to termination by the City and/or Successor
12 Agency, in their respective discretion, or when conditions encountered during the work
13 contemplated hereunder make it impossible or impracticable to proceed, or when City
14 or Successor Agency is prevented from proceeding with the Agreement by law or by
15 official action of a public authority, or if the City or Successor Agency fails to authorize
16 the necessary funds in any fiscal year budget covering the term of the Agreement.

17 In the event of such termination, the City shall pay the Consultant an amount
18 which equitably reflects the proportion of work completed by the Consultant, provided
19 that in no event shall the compensation paid pursuant to this paragraph exceed the
20 amount which would have been payable pursuant to Article 6 of this Agreement.

21 **ARTICLE 9 – NOTICES**

22 Any notice given pursuant to this Agreement shall be deemed received
23 and effective on the date personally delivered or, if mailed, five (5) days after deposit of
24 the same in the custody of the United States Postal Service, when properly addressed,
25 posted and deposited in the United States mail addressed to the respective Parties as
26 follows:

27 **CITY:**
28 Yvonne Horton,
City Clerk
City of Inglewood

CONSULTANT:
Stephen Polechronis,
Senior Vice-President
AECOM Technical Services, Inc.,

1 One Manchester Boulevard
2 Inglewood, California 90301-1750

515 South Flower Street, Suite 1050
Los Angeles, California 90071

3 **WITH COPY TO:**

4 Public Works Director,
5 One Manchester Boulevard
6 Inglewood, California 90301-1750

AGENT FOR SERVICE OF PROCESS

C.T. Corporation System
818 West Seventh Street, Suite 930
Los Angeles, California 90017

6 **SUCCESSOR AGENCY:**

7 Yvonne Horton,
8 Agency Secretary
9 Inglewood Successor Agency
10 One Manchester Boulevard
11 Inglewood, California 90301-1750

12 Consultant may from time to time designate another address, addressee or
13 Agent for Service of Process and shall, in such instances, notify City in writing within ten
14 (10) calendar days of such designation. Notwithstanding any contrary language in this
15 Agreement, changes, modifications, updates or amendments to any name, title or
16 address in this Article shall not require City Council or Successor Agency action.

17 **ARTICLE 10 – INSURANCE REQUIREMENTS**

18 Consultant shall procure and maintain for the duration of the contract insurance
19 against claims for injuries to persons or damages to property which may arise from or in
20 connection with the performance of the work hereunder by the Consultant, his agents,
21 representatives, employees or subcontractors. The cost of such insurance shall be
22 borne by the Consultant. Failure to maintain or renew coverage or to provide evidence
23 of renewal may be treated by City as a material breach of contract.

24 **Minimum Limits of Insurance**

25 Consultant shall maintain these policies during the course of this Agreement and
26 shall cause all parties supplying services, labor, or materials to maintain the following
27 insurance in amounts not less than those specified below:

- 28 1. General Liability (Including General Liability (Including operations, products
and completed operations): **\$1,500,000** per occurrence for bodily injury,
personal injury and property damage. If Commercial General Liability

1 Insurance or other form with a general aggregate limit is used, either the
2 general aggregate limit shall apply separately to this project/location or the
3 general aggregate limit shall be twice the required occurrence limit.

4 2. Automobile Liability: **\$1,500,000** per accident for bodily injury or property
5 damage.

6 3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

7 4. Errors and Omissions Liability: **\$1,000,000** per occurrence.

8 a. The "Retro Date" must be shown, and must be before the date of
9 the contract or beginning of contract work.

10 b. Insurance must be maintained and evidence of insurance must be
11 provided for at least five (5) years after completion of the contract work.

12 c. If coverage is canceled or non-renewed and not replaced with
13 another claims-made policy form with a "Retro Date" prior to the contract
14 effective date, the Consultant must purchase "extended reporting"
15 coverage for a minimum of five (5) years after completion of contract work.

16 d. A copy of the claims reporting requirements must be submitted to
17 the City for review.

18 **Deductibles and Self-Insured Retentions**

19 Any deductibles or self-insured retentions must be declared to and approved by
20 the Inglewood City Attorney's office. At the option of the City, either the insurer shall
21 reduce or eliminate such deductibles or self-insured retentions with respects to the City,
22 its officers, officials, employees and volunteers; or the Consultant shall provide a
23 financial guarantee satisfactory to the Inglewood City Attorney's Office guaranteeing
24 payment of losses and related investigations, claims administration and defense
25 expenses.

26 **Other Insurance Provisions**

27 The general liability policy and automobile liability policy are to contain, or be endorsed
28 to contain, the following provisions:

- 1 1. The City of Inglewood, the Successor Agency, and their respective officers,
2 officials, employees and volunteers are to be covered as insureds with
3 respect to liability arising out of automobiles owned, leased, hired or borrowed
4 by or on behalf of the Consultant; and with respect to liability arising out of
5 work or operations performed by or on behalf of the Consultant including
6 materials, parts or equipment furnished in connection with such work or
7 operations. General insurance, liability coverage can be provided in the form
8 of an endorsement to the Consultant's insurance, or as a separate owner's
9 policy.
- 10 2. For any claims related to this project, the Consultant's insurance coverage
11 shall be primary insurance with respect to the City, Successor Agency and
12 their respective officers, officials, employees and volunteers. Any insurance
13 or self-insurance maintained by the City and Successor Agency, and their
14 respective officers, officials, employees or volunteers shall be in excess of the
15 Consultant's insurance and shall not contribute to it.
- 16 3. Each insurance policy required by this clause shall be endorsed to state that
17 coverage shall not be canceled by either party, except after thirty (30) days
18 prior written notice has been given to the City by certified mail, return receipt
19 requested.
- 20 4. Coverage shall not extend to any indemnity coverage for the active
21 negligence of the additional insured in any case where an agreement to
22 indemnify the additional insured would be invalid under Subdivision (b) of
23 Section 2782 of the Civil Code.

24 **Acceptability of Insurers**

25 Insurance is to be placed with insurers with a current A.M. Best's rating of no less
26 than A, VII.

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1 **Verification of Coverage**

2 Consultant shall furnish the City of Inglewood with original certificates and
3 amendatory endorsements affecting coverage required by this clause. All certificates
4 and endorsements are to be received and approved by the Inglewood City Attorney's
5 Office before work commences. The City reserves the right to require complete,
6 certified copies of all required insurance policies, including endorsements effecting the
7 coverage required by these specifications at any time.

8 **Subcontractors**

9 Consultant shall include all subcontractors as insureds under its policies or shall
10 furnish separate certificates and endorsements for each subcontractor. All coverages
11 for subcontractors shall be subject to all of the requirements stated herein.

12 **ARTICLE 11 – INDEMNIFICATION**

13 Consultant shall indemnify and hold harmless the City, Successor Agency, and
14 their respective officers, employees and volunteers from and against all claims,
15 damages, losses and expenses including attorney fees arising out of the performance of
16 the work described herein, to the extent caused in whole or in part by any negligent act
17 or omission, recklessness or willful misconduct of the Consultant, any subcontractor,
18 anyone directly or indirectly employed by any of them or anyone for whose acts any of
19 them may be liable, except where caused by the active negligence, sole negligence, or
20 willful misconduct of the City and Successor Agency.

21 If any action or proceeding is brought against Indemnitees by reason of any of
22 the matters against which Consultant has agreed to indemnify Indemnitees as provided
23 above, Consultant, upon notice from the City, shall defend Indemnitees at Consultant's
24 expense by counsel acceptable to the City, such acceptance not to be unreasonably
25 withheld. Indemnitees need not have first paid for any of the matters to which
26 Indemnitees are entitled to indemnification in order to be so indemnified. The insurance
27 required to be maintained by the Consultant under this Article shall ensure Consultant's
28 obligations under this section, but the limits of such insurance shall not limit the liability

1 of the Consultant hereunder. The provisions of this Article shall survive the expiration or
2 earlier termination of this Agreement and shall exist for four (4) years beyond the
3 termination or completion of Consultant's work.

4 **ARTICLE 12 – AUDIT**

5 Consultant shall maintain any and all records or documents pursuant to this
6 Agreement, and the same shall be made available for inspection, audit and copying, at
7 any time during regular business hours, upon written request by City or its designated
8 representatives. Copies of such documents or records shall be provided directly to the
9 City for inspection, audit and copying when it is practical to do so; otherwise, unless an
10 alternative is mutually agreed upon, such documents and records shall be made
11 available at City's address indicated for receipt of notices in this Agreement.

12 **ARTICLE 13 – BOOKS AND RECORDS**

13 Consultant shall maintain any and all documents and records demonstrating or
14 relating to Consultant's performance of services pursuant to this Agreement.
15 Consultant shall maintain any and all ledgers, books of account, invoices, vouchers,
16 canceled checks or other documents or records evidencing or relating to work, services,
17 expenditures and disbursements charged to City pursuant to this Agreement. Any and
18 all such documents or records shall be maintained in accordance with generally
19 accepted accounting principles and shall be sufficiently complete and detailed so as to
20 permit an accurate evaluation of the services provided by Consultant pursuant to this
21 Agreement. Any and all such documents or records shall be maintained to the extent
22 required by laws relating to audits of public agencies and their expenditures.

23 **ARTICLE 14 – OWNERSHIP OF DOCUMENTS**

24 All documents provided by the City to the Consultant to assist in the provision of
25 the services contemplated by this Agreement, as well as all documents prepared,
26 developed or discovered by the Consultant in the course of providing any services
27 pursuant to this Agreement including but not limited to plans, drawings, sketches,
28 original studies, surveys, reports, data, notes, computer files, files and all other

1 documents are and shall remain the sole property of the City and may be used, reused
2 or otherwise disposed of by the City without the permission of the Consultant. Upon
3 completion, expiration or termination of this Agreement, the Consultant shall give the
4 City all such documents, including but not limited to plans, drawings, sketches, original
5 studies, surveys, reports, data, notes, computer files, files and all other such
6 documents. All plans and specifications prepared under this Agreement shall become
7 the property of the City upon completion of the work or termination of the Agreement.

8 **ARTICLE 15 – INDEPENDENT CONTRACTOR**

9 Consultant enters into this Agreement as an independent contractor and not as
10 an employee of the City or Successor Agency. Consultant shall have no power or
11 authority by this Agreement to bind the City or Successor Agency in any respect.
12 Nothing in this Agreement shall be construed to be inconsistent with this relationship
13 or status. All employees, agents, contractors or subcontractors hired or retained by
14 the Consultant are employees, agents, contractors or subcontractors of the Consultant
15 and not of the City or Successor Agency. The City or Successor Agency shall not be
16 obligated in any way to pay any wage claims or other claims made against Consultant
17 by any such employees, agents, contractors, or subcontractors, or any other person
18 resulting from performance of this Agreement. Neither City nor Successor Agency
19 shall have the right to direct and control the manner and means in which the
20 Consultant carries out the work contemplated by this Agreement. Neither City nor
21 Successor Agency shall train nor provide instruction to the Consultant for the carrying
22 out of the services contemplated by this Agreement.

23 **ARTICLE 16 – NON-ASSIGNABILITY**

24 The expertise and experience of the Consultant are material considerations for
25 this Agreement. The City and Successor Agency have an interest in qualifications of
26 and capability of the Consultant which will fulfill the duties and obligations imposed
27 under this Agreement. In recognition of that interest, the Consultant shall not assign or
28 transfer this Agreement or any portion of this Agreement or the performance of any of

1 the Consultant's duties or obligations under this Agreement without the prior written
2 consent of the City. Any attempted unauthorized assignment shall be ineffective, null
3 and void, and shall constitute a material breach of this Agreement entitling the City
4 and/or Successor Agency to any and all remedies at law or in equity, including summary
5 termination of this Agreement. The Consultant shall not assign any interest in this
6 Agreement and shall not transfer any interest in the same whether by assignment or
7 novation, without prior written approval of the City.

8 **ARTICLE 17 – EQUAL EMPLOYMENT**

9 Consultant agrees that during the performance of this Agreement, it will not
10 discriminate against any employee or applicant for employment because of race, color,
11 religious creed, national origin, ancestry, sex, sexual orientation, age, physical
12 handicap, medical condition or marital status.

13 **ARTICLE 18 – CHANGES, AMENDMENTS AND MODIFICATIONS**

14 No change, amendment or modification to this Agreement shall be effective
15 unless in writing and signed by the Parties hereto.

16 **ARTICLE 19 – SEVERABILITY**

17 In the event that any condition or covenant herein is held to be invalid or void by
18 any court of competent jurisdiction, the same shall be deemed severable from the
19 remainder of the Agreement and shall in no way affect any other covenant or condition
20 herein contained as long as the invalid provision does not render the Agreement
21 meaningless with regard to a material term in which event the entire Agreement shall be
22 void. If such condition, covenant, or other provision shall be deemed invalid due to its
23 scope or breadth, such provision shall be deemed valid to the extent the scope or
24 breadth is permitted by law.

25 **ARTICLE 20 – WAIVER**

26 Waiver by any party to this Agreement of any term, condition, or covenant of this
27 Agreement shall not constitute a waiver of any other term, condition, or covenant.
28 Waiver by any party of any breach of the provisions of this Agreement shall not

1 constitute a waiver of any other provision, nor a waiver of any subsequent breach or
2 violation of any provision of this Agreement. Acceptance by the City of any work or
3 services by Consultant shall not constitute a waiver of any of the provisions of this
4 Agreement.

5 **ARTICLE 21 – ENTIRE AGREEMENT**

6 This Agreement is the entire, complete, final and exclusive expression of the
7 Parties with respect to the matters addressed therein and supersedes all other
8 Agreements or understandings, whether oral or written, entered into among the
9 Consultant, City and Successor Agency prior to the execution of this Agreement. No
10 statements, representations or other Agreements, whether oral or written, made by any
11 party which are not embodied herein shall be valid and binding unless in writing and
12 duly executed by the Parties or their authorized representatives.

13 **ARTICLE 22 – GOVERNING LAW; VENUE**

14 This Agreement shall be interpreted, construed and governed according to the
15 laws of the State of California. In the event of litigation between the Parties, venue in
16 state trial courts shall lie exclusively in the County of Los Angeles, Superior Court,
17 Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In
18 the event of litigation in the United States District Court, venue shall lie exclusively in the
19 Central District of California, in Los Angeles.

20 **ARTICLE 23 – MISCELLANEOUS**

21 The Parties waive any benefits from the principle of contra proferentem and
22 interpreting ambiguities against drafters. No party shall be deemed to be the drafter of
23 this Agreement, or of any particular provision or provisions, and no part of this
24 Agreement shall be construed against any party on the basis that the particular party is
25 the drafter of any part of this Agreement.

26 This Agreement may be executed in counterparts, and when each party hereto
27 has signed and delivered at least one such counterpart, each counterpart shall be
28 deemed an original and, when taken together with the other signed counterparts, shall

1 constitute one Agreement, which shall be binding upon and effective as to all Parties
2 hereto.

3 Article titles, paragraph titles or captions contained herein are inserted as a
4 matter of convenience and for reference, and in no way define, limit, extend, or describe
5 the scope of this Agreement or any provision hereof.

6 **IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of
7 the date and year first above written.

8 **CITY OF INGLEWOOD**

AECOM TECHNICAL SERVICES, INC.

9
10 _____
11 James T. Butts, Jr.,
12 Mayor

Stephen Polechronis,
Senior Vice-President

13 **ATTEST:**

APPROVED AS TO FORM:

14
15 _____
16 Yvonne Horton,
17 City Clerk

Kenneth R. Campos,
City Attorney

18 **APPROVED:**

19
20 _____
21 Royce K. Jones
22 Kane Ballmer & Berkman
23 City Special Counsel

24 **CITY OF INGLEWOOD AS
25 SUCCESSOR AGENCY TO
26 THE INGLEWOOD
27 REDEVELOPMENT AGENCY**

AECOM TECHNICAL SERVICES, INC.

28 _____
James T. Butts, Jr.,
Chairperson

Stephen Polechronis,
Senior Vice-President

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ATTEST:

Yvonne Horton,
Agency Secretary

APPROVED:

Royce K. Jones
Kane Ballmer & Berkman
Agency Special Counsel

APPROVED AS TO FORM:

Kenneth R. Campos,
Agency General Counsel

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